



BANK

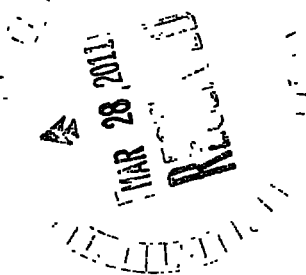
RECORDATION NO 26686 FILED

DEC 12 '06

4-24 PM

M&I Marshall & Ilsley Bank
401 North Executive Drive
Brookfield, WI 53005-6012
mibank.com

SURFACE TRANSPORTATION BOARD



December 5, 2006

Secretary, Surface Transportation Board
Attn: Documents for Recordation
1925 K Street NW
Washington-DC 20423

To Whom It May Concern:

I am enclosing an original and copy of an Assignment of Leases, Rents and Chattel Paper for recording. This document covers 19 railroad cars as described on Schedule A.

After recordation, please return the original recorded copy in the enclosed envelope.

Should you have any further questions, you may contact me at 262-938-8741.

Sincerely,

Karen M. Pawlowski

Karen M. Pawlowski

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF LEASES, RENTS AND CHATTEL PAPER

THIS ASSIGNMENT OF LEASES, RENTS AND CHATTEL PAPER is effective as of the 26th day October, 2006, between TRINITY CHEMICAL INDUSTRIES, INC., (the "Debtor") and M&I MARSHALL & ILSLEY BANK, (the "Secured Party").

WITNESSETH:

FOR VALUE RECEIVED, Debtor hereby sells, assigns and grants a security interest pursuant to Title 12A O.S.A 1981 §9-101, et seq., of the State of Oklahoma (the "Code"), to Secured Party in Debtor's chattel paper, and all leases of and rents derived of the Railroad Equipment as well as any Railroad Equipment and/or cars owned by the Secured Party, and all additions and substitutions thereof and proceeds therefrom (the "Collateral").

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That this Assignment is given for the purpose of securing:

(a) That certain Guaranty Agreement ("Guaranty") of even date herewith guaranteeing the payment of that certain Promissory Note executed by Trinity Chemical Leasing, LLC to the order of Secured Party in the principal amount of [REDACTED]

(b) All extensions and renewals of liabilities of Debtor under the Guaranty to Secured Party; and

(c) All interest due or to become due on the liabilities of Debtor to Secured Party under the Guaranty.

2. Upon or at any time after a default, as defined in the Guaranty, and if any such default is not corrected within the time, if any, permitted by the terms of the Guaranty, the Secured Party may declare all sums secured hereby immediately due and payable and may, at its option, without notice, and without regard to the adequacy of security for the indebtedness hereby secured, declare all sums secured by the Guaranty due and payable and may proceed to enforce payment and exercise any and all of the rights and remedies provided by the Code.

3. Debtor hereby warrants and covenants:

(a) Debtor is the lawful owner of the Collateral and has good rights to sell, assign, encumber or transfer the Collateral;

(b) The Collateral is free from any liens and security interest of any nature whatsoever;

(c) The Collateral will not be pledged, sold, assigned or transferred to any person other Secured Party or in any way encumbered except to Secured Party;

(d) Debtor will warrant and defend the Collateral against the lawful claims and demands of all persons.

4. Debtor hereby waives:

(a) Demand, notice, protest; and

(b) All demands and notices of any action taken by Secured Party under this Assignment or any other agreement between the Debtor and the Secured Party or in connection with the Guaranty; and

(c) Any indulgence of Secured Party; and

5. No act, delay, or omission, including Secured Party's waiver of remedy because of any default hereunder, shall constitute a waiver of any of Secured Party's rights and remedies under this Assignment or any other agreement between the parties. All rights and remedies of Secured Party are cumulative and may be exercised singularly or concurrently, and the exercise of any one or more remedy will not be a waiver of any of the others. No waiver, change, modification or discharge of any of Secured Party's rights or of Debtor's duties as so specified or allowed will be effective unless in writing and signed by Secured Party, and any such waiver will not be a bar to the exercise of any right or remedy on any subsequent default.

6. This Assignment shall inure to the benefit of the successors and assigns of Secured Party, and shall be binding on the heirs, executors, administrators, successors and assigns of Debtor. Secured Party at any time at its option may pledge, transfer or assign its rights under this Assignment, in whole or in part, and any pledgee, transferee or assignee shall have all the rights of Secured Party as to the rights, or parts thereof, so pledged, transferred or assigned.

7. If any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

8. Debtor further agrees to execute any such assignments and powers of attorney as may be reasonably requested from time to time to put the agreement set forth herein as to ownership into effect.

9. That until the indebtedness secured hereby shall have been paid in full, Debtor covenants and agrees to make, execute and deliver to the Secured Party upon demand, any and all instruments that Secured Party may reasonably require to further evidence the secured interest of the Secured Party in the Collateral.

10. The laws of the State of Oklahoma shall control this Assignment.

"DEBTOR"

Trinity Chemical Industries, Inc.

By: _____

"LENDER"

M&I MARSHALL & ILSLEY BANK

BY: _____

BY: _____

STATE OF OKLAHOMA
COUNTY OF TULSA

This instrument was acknowledged to me in the 30th day of November, 2006,
by Richard B. Fenimore, as the President of Trinity Chemical Industries, Inc.,
an Oklahoma Corporation.

Sharyn Turner
Notary Public

My Commission Expires 12/6/10

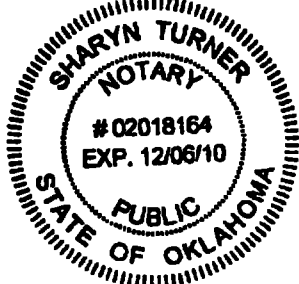


Exhibit "A"

TCIX	26001	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26002	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26003	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26004	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26005	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26006	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26007	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26008	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26009	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26010	TRINITY CHEMICAL INDUSTRIES, L L.C.
TCIX	26011	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26012	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26013	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26014	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26015	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	26016	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	235031	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	235032	TRINITY CHEMICAL INDUSTRIES, L.L.C.
TCIX	235033	TRINITY CHEMICAL INDUSTRIES, L.L.C.